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MEMORANDUM OF AGREEMENT BETWEEN DIVISION OF MEDICAID AND [Facility]

The Division of Medicaid and [Facility], desire to enter into an agreement whereby the provider will provide blood lead level testing to Idaho Medicaid participants as part of the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program.

Background:

Center for Medicare and Medicaid Services (CMS) requirements as stated in the *State Medicaid Manual, Sec. 5123.2.D.1 and 42 CFR 441.56(b)* require the state Medicaid Program to provide blood lead level screening, including lab tests, as part of the EPSDT program.

The EPSDT benefit, in accordance with section 1905 (r) of the Act, must include the following service: CMS requires that all children receive a screening blood lead test at 12 months and 24 months of age. Children between the ages of 36 months and 72 months of age must receive a screening blood lead test if they have not been previously screened.

Provider Responsibilities:

The provider shall receive the blood lead analyzer equipment direct from the Division of Medicaid with the understanding that the equipment remains the permanent property of the state of Idaho, Department of Health and Welfare, Division of Medicaid.

The provider shall utilize and maintain the equipment in accordance with manufacturer's instructions.

The provider shall be responsible for the purchase and cost of all related supplies needed to provide testing, maintenance, quality control, and other components of the program.

The provider shall report all elevated blood lead levels to the Division of Health, as per the existing public health regulations. The provider shall follow up on all elevated blood lead levels in accordance with the current recommended CDC guidelines.

The provider shall report, on a quarterly basis (January, April, July, and October), to the state of Idaho, Department of Health and Welfare, Division of Medicaid, Medical Care Unit, the following information:

1. Participant's Medicaid Identification Number (MID)
2. Blood Lead Level (BLL)
3. Date of Service (DOS)

Submit information to:

Division of Medicaid
Lead Screening Program
PO Box 83720
Boise, ID 83720-0036
Fax: 208-332-7280

Medicaid Responsibilities:

Medicaid shall purchase the blood lead analysis equipment and deliver it to the provider. Medicaid shall provide instructions for proper tagging and inventory of the equipment as state of Idaho, Department of Health and Welfare, Division of Medicaid property.

Distribution of equipment will be as follows:

[Address]

Phone Number: [Phone] Provider Number: [ID]

ESA Lead Care Machine Tag Number: [Tag #]

Medicaid shall distribute information to physician providers in conjunction with the Idaho Medical Association as to the need for this screening and the process for testing.

Medicaid shall provide reimbursement to the provider for blood lead testing for Medicaid participants at the current reimbursement rate for Code 83655, through the normal provider billing and reimbursement process. The provider may provide testing to non-Medicaid participants at their discretion and charge them the provider's usual and customary fee.

The provider acknowledges that it has an obligation, independent of this agreement, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFR Parts 160 and 164. If applicable, the provider shall comply with all amendments to HIPAA and federal regulations made during the term of the agreement.

This agreement may be terminated, amended, changed, or otherwise revised by mutual agreement, at the initiation of either party, with 30 days written notice to the other party.

This agreement may be terminated by the department if the number of lead screenings performed is determined to not be proportionate to the population that the provider serves.

Upon termination of this agreement, all state of Idaho equipment shall be returned to the Division of Medicaid within 30 days of the date of termination. The equipment shall be shipped insured and prepaid by the provider to a location specified by Medicaid.

[Name]
[Facility]

[Title]

Date

Leslie Clement, Administrator
Division of Medicaid
Department of Health and Welfare

Date